

RECIPROCAL CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is entered into between Ingersoll-Rand Company, a New Jersey corporation having an office and place of business at 800-D Beatty Street, Davidson, NC 28036 (hereinafter, "IR") and _____ having a place of business at _____ (hereinafter Company), (collectively THE PARTIES), and is effective as of the last date of execution below.

WHEREAS, THE PARTIES desire to conduct discussions preparatory to the establishment of a business relationship;

WHEREAS, such discussions will necessarily involve disclosure of the parties' technical, manufacturing, and business data in connection with _____ (hereinafter the "PROJECT") which is or which includes information which is, or may be, confidential or proprietary to the disclosing party;

WHEREAS, the parties wishes to protect the confidential information so disclosed during and after the term of such discussions;

NOW THEREFORE, in consideration of the mutual promises contained herein, THE PARTIES agree as follows;

1. All confidential or proprietary information, including technical and design data, specifications, and drawings; manufacturing and quality processes and procedures; business, marketing, and financial information; and product samples, trade secret information, prototypes and parts; and information relating to research, development, inventions, and engineering, calculations, or methods of calculations, computer codes software which are disclosed to the recipient (hereinafter "CONFIDENTIAL INFORMATION"), are and shall remain the property of the disclosing party. Such CONFIDENTIAL INFORMATION shall be returned the disclosing party upon termination, cancellation, or expiration of this Agreement.
2. The recipient shall treat the CONFIDENTIAL INFORMATION disclosed under the above paragraph as confidential, shall limit access thereto only to those employees required for performance of functions directly related to the discussions which are the basis for this Agreement, and shall not reproduce, disseminate, or otherwise use the CONFIDENTIAL INFORMATION for any purpose other than those in furtherance of the objectives of this Agreement.
3. The recipient shall protect the CONFIDENTIAL INFORMATION received with at least the same degree of care as is used to protect its own confidential information, which shall never be less than a reasonable degree of care, and shall neither disclose nor use any CONFIDENTIAL INFORMATION received from the other for other than the purposes of this Agreement related to the PROJECT without the express prior written consent of the disclosing party .
4. This Agreement shall not apply to any information, which is:

a. known or generally available to the public at the time of disclosure or which thereafter becomes so available through no act of the recipient; or

b. demonstrably in the possession of the recipient prior to the time of disclosure and was not received from the disclosing party or its agents under an obligation of confidentiality, or from any third party having such an obligation to the disclosing party ; or

c. received from an identified third party not bound by the disclosing party to maintain such information confidential.

5. This Agreement shall terminate two (2) years after the effective date and, except as provided in paragraph 4 above, the obligations of the recipient with respect to any CONFIDENTIAL INFORMATION received under the terms of this Agreement shall expire FIVE (5) years after the date of disclosure.

6. Nothing in this Agreement gives the recipient the right to manufacture, or have manufactured, parts utilizing the CONFIDENTIAL INFORMATION which is covered by this Agreement.

7. The recipient further agrees that, except as expressly authorized in writing by the disclosing party , it will not reproduce, copy, excerpt, exhibit, or distribute any document received from the other party or any copy thereof, and it will, upon demand by the disclosing party, return all such documents, copies, and all materials copied therefrom.

8. If a legend or statement appearing on any documents furnished has conditions inconsistent with this Agreement, the terms in the Agreement control but only to the extent necessary to clarify any such inconsistency.

9. The recipient or any party to whom it has properly disclosed the CONFIDENTIAL INFORMATION shall be under a legal obligation involuntarily to disclose any information contained in the CONFIDENTIAL INFORMATION, the recipient shall give the disclosing party prompt notice thereof so that the disclosing party may seek a protective order and/or waive the recipient's duty of non-disclosure: provided that after such notice to the disclosing party and in the absence of such order or waiver, if the recipient or any such other party shall, in the opinion of its counsel, be required to make such disclosure, disclosure may be made by it without liability hereunder.

10. It is agreed that the disclosing party may institute appropriate proceedings against the recipient to enforce its rights hereunder. Money damages not being a sufficient remedy for violation of the terms of this letter agreement, the disclosing party shall be entitled to specific performance and injunctive relief as remedies for any violation. These remedies shall not be deemed to be the exclusive remedies, but shall be in addition to all other remedies available the disclosing party at law or in equity.

11. This Agreement constitutes the entire agreement and understanding between THE PARTIES with respect to the proprietary or confidential information in connection with the PROJECT and all other prior discussions, negotiations, and understandings are merged herein and superceded.

12. No amendment of this Agreement shall be valid or of any force and effect unless reduced to writing and signed by a duly authorized representative of each of THE PARTIES.

13. This Agreement shall be construed in accordance with the laws of the State of North Carolina

without regard to its conflicts of laws rules.

IN WITNESS WHEREOF, THE PARTIES have, by the signatures of their duly authorized representatives, executed this Agreement to be effective on the last date, below.

INGERSOLL-RAND COMPANY

Company Name

Signature

Signature

Typed or Printed Name

Typed or Printed Name

Title

Title

Date

Date